

LOUISIANA TECH UNIVERSITY

INVITATION TO BID ONLY



BIDDER MUST FILL IN COMPANY NAME
AND COMPLETE ADDRESS (PRINTED OR TYPED)

BID OPENING:

2:00 PM Feb. 11, 2010

BID NUMBER:

50012-134-10

DEPARTMENT

Biological Sciences

PRICE MUST BE FIRM FOR AT
LEAST 30 DAYS FROM OPENING
DATE

DELIVERY IN DAYS

TERMS

BIDDER AGREES TO COMPLY
WITH ALL CONDITIONS
BELOW AND ATTACHED TO
THIS REQUEST.

Prices are to be
complete and the FOB
point to be Louisiana
Tech University unless
otherwise specified.

RETURN THIS FORM TO:

PURCHASING OFFICE
P.O. Box 3157
408 Keeny Hall
College Drive
RUSTON, LA 71272

Phone: 318-257-4205
Fax: 318-257-3772

Company Quote
if applicable

PHONE:

FAX:

EMAIL:

FAILURE TO SIGN WILL DISQUALIFY BID

Typed or Printed Name

Authorized Signature/Title

SEALED BID REQUEST FOR THE FOLLOWING:

MBI-33220-005-00 Luminex 200 Multi-Analyte
System: Includes xPONENT v3.1 for Data
Acquisition, Luminex 200 detector, the Luminex
XYP plate handler, and the Luminex SD sheath
delivery system, computer & flat panel monitor,
calibration & control beads, 20L sheath fluid,
sheath fluid container, waste container, 1 year
manufacturer's warranty and installation.

QUOTES MUST EXACTLY MATCH THIS SPEC.

Inquiries to be directed to Jeff Shultz @
318-257-4573.

IMPORTANT: If bidding other than requested brand and product number (or style), enclose sufficient literature to determine compliance with specification. Failure to comply with this request may eliminate your bid from consideration. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

EXHIBIT C

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). 'Claims Made' form is unacceptable. The 'occurrence form' shall not have a "sunset clause."
2. Insurance Services Office form number CA 0001 (Ed. 1178) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 93. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.
Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1 General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf

of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Builder's Risk Coverage

Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto (with the exception of the following sub-limit for flood/quake). Contractor's policy shall provide "ALL RISK" Builder's Risk Insurance (extended to include the perils of flood, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) Flood/earthquake sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear. The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana, Policy of self-insurance or any Commercial Property Insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, Policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agrees that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

*****PLEASE DO NOT RETURN THIS PAGE*****

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF QUOTATION
ANY EXCEPTIONS THERETO MUST BE IN WRITING

REQUIREMENTS AND INSTRUCTIONS

For Request for Quotation \$25,000 or less you may FAX your quote to (318) 257-3772 or you can MAIL or DELIVER your quote to Louisiana Tech University, Purchasing Department, PO Box 3157, 408 Keeny Hall, College Street, Ruston, LA 71272. Bids over \$25,000 must be submitted in a sealed envelope with the bid number and the date due conspicuously posted on the front of the envelope.

Bids signed in ink should be submitted on this form.

Prices are to be complete and the FOB point to be Louisiana Tech University unless otherwise specified.

Prices must be firm for at least 30 days from bid opening date.

Terms will be considered Net 30 unless otherwise specified.

Bids cannot be altered or amended after opening. Any alterations made before bid opening should be initialed by vendor.

Louisiana Tech University reserves the right to accept quotes after this date if it is determined to be in the best interest of the state.

If bidder takes no exception he will be required to furnish product as specified in the ITB. All items shall be new and in first class condition unless otherwise stated in ITB. Oral agreements will not be recognized.

REJECTION OF BIDS

Louisiana Tech University reserves the right to reject any or all bids and to waive all informalities.

AWARDS

Awards will be made to the lowest responsible and responsive bidder, taking into consideration the quality of the products to be supplied, their conformity with the specifications, the purpose for which they are required, and the time of delivery. Discounts for less than 30 days will not be considered for award purposes. Unless otherwise specified, the University reserves the right to award by individual items, related items, or total, whichever it deems in its best interest.

LOUISIANA PREFERENCE

A preference will be given to materials, supplies, and provisions produced, manufactured, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside the State. It will be the bidder's responsibility to indicate on his bid response which items qualify.

ACCEPTANCE

Only the issuance of a purchase order or a signed contract constitutes acceptance by the University.

TAXES

In accordance with Act 1029 of the 1991 Legislative regular session, Louisiana Tech and all other state agencies are exempt from state sales and use tax.

DELIVERY

Quote should show number of days required to place material in Central Receiving at Louisiana Tech. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. Default in promised delivery or failure to meet specifications may result in cancellation of order. The defaulting vendor may be responsible for any additional cost in reissuing the order (RS39:1661(c)). No substitutions or cancellations permitted without approval from Purchasing. Delivery should be made between 7:30am to 4:00pm week days. PURCHASE ORDER NUMBER MUST APPEAR ON ALL BOXES AND SHIPPING SLIPS. Goods may be returned if not identified.

INSPECTION AND ACCEPTANCE

Each item upon delivery will be inspected by Louisiana Tech. Acceptance will be made after inspection determines that all requirements of the specifications are met and the goods are in acceptable condition.

PAYMENT

Invoices for items shall be submitted in duplicate to the Comptroller's Office, Box 7924, Ruston, LA 71272. Items must be invoiced with quantity, unit, and price indicated on purchase order. PURCHASE ORDER NUMBER MUST APPEAR ON EACH INVOICE.

NOTE TO BIDDER: Any terms and conditions attached to a bid will not be considered unless the bidder specifically references them on the front of this bid form. The laws of the State of Louisiana must prevail on all bids.

Abstracts of bids are not furnished, but are kept on file in the Purchasing Office for inspection by any citizen.